Contract #MFi-14-00594

MFi Manufacturing License

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Licensee

Company Name: Shenzhen Baoyuanda Electronics Co., Ltd.

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Website: www.baoyuanda.net

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Purpose

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Unless otherwise specified, Licensee must certify that each Proposed Product is compatible with all Compatible iOS Products by passing the certification tests specified by Apple and submitting the Certification Test Materials at two points during development: (a) when the first prototype is created; and (b) when the prototype is Production Ready, but in no event less than 30 days before beginning commercial production, offering for sale, selling or otherwise distributing the Proposed Product. Apple's certification tests may differ depending on the features, functionality and capabilities of the Proposed Product.

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12. Term and Termination

Term
This Use License will become effective on the date electronically signed by Apple (the "Effective Date"). Unless terminated sooner pursuant to its terms, this Use License will have an initial term of one year from the Effective Date and will automatically renew for successive one-year terms.

Termination
This Use License and all licenses granted in Sections 3 and 4 will terminate for cause immediately and automatically, without notice from Apple:

- at the end of its initial one-year term or any subsequent one-year term, if either party provides written notice to the other stating that it does not wish to renew at least 60 days before the end of such term;
- if Licensee fails to access the MFi web-based portal at least once during the preceding 12-month period;
- if Licensee offers for sale, sells, distributes, or otherwise disposes of any product incorporating the Licensed Technology without such product first passing all of the Certification steps specified in Section 2 of this Use License;
- in the event of the circumstances described in the subsection entitled "Severability," below;
- if Licensee fails to comply with any other term of this Use License and, in the event that such breach can be cured, fails to cure such breach within 30 days after becoming aware of or receiving notice of such breach;
- if Licensee, at any time during the Term of this Use License, commences an action for patent infringement against Apple or takes any action inconsistent with Apple's sole legal and beneficial ownership of any of Apple's trademarks; or
- if Licensee becomes insolvent, fails to pay its debts when due, makes an assignment for the benefit of creditors, or files or has filed against it a petition in bankruptcy or insolvency.

If there is a threat of or actual lawsuit relating to the Logos or any Licensed Technology, Apple may terminate the Logo license granted in Section 4 or the entire Use License effective immediately upon written notice to Licensee.

Either party may terminate this Use License for its convenience, for any reason or no reason, effective 60 days after providing the other written notice of its intent to terminate.

Effect of Termination
If this Use License expires or is terminated for any reason, all licenses granted in Sections 3 and 4 will terminate and Licensee must immediately stop: (i) any further use or reproduction of the Documentation; (ii) purchasing Licensed Components; (iii) using any Licensed Technology; (iv) manufacturing, and having manufactured, Proposed Products and Licensed Products incorporating any Licensed Technology; (v) using the Logos; and (vi) selling or otherwise distributing Licensed Products incorporating any Licensed Technology. However, if Apple terminates this Use License for its convenience, Licensee may, for a period of 120 days after termination, and subject to its royalty and other obligations under this Use License, continue to offer to sell, sell or otherwise distribute Licensed Products manufactured before the termination date and to use the Logos in connection with such Licensed Products.

If Apple terminates the Logo license granted in Section 4 because of a threat of or actual lawsuit in connection with the Logos, as permitted by the subsection entitled "Termination," above, Licensee must immediately cease use of the Logos.

Upon termination Licensee will promptly return all copies of the Documentation and other Licensed Technology and Apple Confidential Information to Apple, or if Apple directs it to do so, destroy the Documentation and other Licensed Technology and Apple Confidential Information and certify such destruction.

Provisions that by their nature should remain in effect after termination of this Use License will survive, including the Sections entitled "Licensed Technology," "Confidentiality," "Modifications," "Royalties and Quarterly Reports," "Books and Records," "Additional Terms," "No Warranty, Indemnity, or Support," "Limitation of Liability," "Term and Termination," and "Miscellaneous." Apple will not be liable for compensation, indemnity, or damages of any sort as a result of terminating this Use License in accordance with its terms, and termination of this Use License will be without prejudice to any other right or remedy Apple may have, now or in the future.

13. Miscellaneous

Export
Licensee may not export, re-export, import, sell, or transfer Licensed Technology except as authorized by United States law, the laws of the jurisdiction in which Licensee obtained the Licensed Technology, and any other applicable laws and regulations. In particular, Licensee agrees that it will not export or re-export Licensed Technology into (or provide any Licensed Technology to a national or resident of) any country embargoed by the United States or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders.

Relationship of Parties and Third-Party Beneficiaries
This Use License will not be construed as creating an agency, partnership, joint venture, fiduciary duty, or any other form of legal association between Licensee and Apple, and Licensee will not represent to the contrary, whether expressly, by implication, appearance, or otherwise. This Use License is not for the benefit of any third parties.

Supplier Code of Conduct
At all times during the Term of this Use License, Licensee, and any Authorized Subcontractor of Licensee performing hereunder, shall comply with, and shall ensure that all Licensee and Authorized Subcontractor personnel comply with, the requirements of the Apple Supplier Code of Conduct found at:

http://www.apple.com/supplierresponsibility

Subject to Licensee's site safety and security requirements, Apple and a third-party auditor who has signed a confidentiality or non-disclosure agreement, shall have the right to visit Licensee's facilities, and to audit Licensee's employee records and other relevant records and practices, as well as to interview knowledgeable personnel, in order to assess Licensee's compliance with the Code of Conduct. Any such audits will be conducted in an efficient manner, with minimal disruption of Licensee's operations. Licensee shall promptly implement corrective action to remedy any material non-conformance identified by Apple. To the extent that this Use License contemplates Licensee's engagement of Authorized Subcontractors, Licensee shall ensure that its agreements with each such Authorized Subcontractor: (a) require such subcontractor's compliance with the Code of Conduct; (b) provide that Apple shall have the right to assess such subcontractor's compliance with the Code of Conduct; and (c) require such subcontractor to promptly implement corrective action to remedy any material non-conformance identified by Apple. Notwithstanding any assessment conducted by Apple, Licensee shall periodically assess its subcontractors' compliance with the Code of Conduct and require prompt corrective action to remedy any material non-compliance identified.

Insurance
Licensee represents and warrants that it has, and will continue to maintain, sufficient general and product liability insurance to fully cover Licensee's risks and responsibilities hereunder. Upon request, Licensee will provide Apple with proof of the foregoing insurance.

Assignment
Licensee shall provide written notice of any acquisition of Licensee by any third party, any sale of all or substantially all of the stock or assets of Licensee to any third party, or any merger or change of control involving Licensee, in each case, no later than ten business days after the occurrence thereof. Licensee may not assign, delegate or transfer this Use License, or any of its rights or obligations thereunder (whether voluntarily, by operation of law, or otherwise) without Apple's prior written consent. Any attempted assignment, transfer or other delegation without such consent will be null and void and will constitute a material breach. For the purposes of this subsection, a Change of Control is considered an assignment of this Use License. This Use License will be binding upon, and inure to the benefit of the parties and their permitted successors, transferees and assignees.

Independent Development
Nothing in this Use License will impair Apple's right to develop, acquire, license, market, promote, or distribute products or technologies that perform the same or similar functions as, or otherwise compete with, Proposed Products, Licensed Products or any other products or technologies that Licensee may develop, produce, market, or distribute.

Compliance with Laws
Licensee will comply with all applicable laws and regulations (including any applicable laws and regulations relating to export, import, the U.S. Customs Trade Partnership Against Terrorism (C-TPAT), and applicable royalty withholding laws and regulations) and will defend, indemnify, and hold Apple and its Affiliates harmless from any expense or damage resulting from Licensee's violation or alleged violation of any such law or regulation.

Notices
Licensee must promptly update all Licensee contact information, as well as changes made to any information set forth in each Product Plan, by using the tools provided in the MFi web-based portal, or by another mechanism as specified by Apple.

All notices under the Use License must be in writing. A notice from Apple adding or removing Licensed Technology, modifying the Certification Requirements, modifying the Logos or Logo Guidelines, or changing the process for reporting royalty payments or Quarterly Reports, will be deemed given when sent to Licensee at the email address for the primary contact provided by Licensee. All other notices will be deemed given (i) when delivered personally, (ii) one day after having been sent by commercial overnight carrier specifying next-day delivery with written proof of delivery, and (iii) three days after having been sent by first-class or certified mail, postage prepaid, to the other party at the address below:

For notices to Apple:
To the address set forth in the definition of "Apple" in Schedule A: Attention: General Counsel

For notices to Licensee:
To the address provided by Licensee through the MFi web-based portal: Attention: General Counsel

A party may change its address by giving the other written notice as described above.

JL

Waiver and Construction
Failure by Apple to enforce any provision of this Use License will not be deemed a waiver of future enforcement of that or any other provision. Any laws or regulations that provide that the language of a contract will be construed against the drafter will not apply to this Use License. Section headings are for convenience only and are not to be considered in construing or interpreting this Use License. References to "Pages," "Sections," and "Schedules" are references to pages and sections of and schedules to this Use License. The word "herein" and words of similar meaning refer to this Use License in its entirety and not to any particular Section or provision. The word "party" means a party to this Use License and the phrase "third party" means any person, partnership, corporation, or other entity not a party to this Use License. The words "will" and "shall" are used in a mandatory, not a permissive or predictive, sense, and the word "including" is intended to be exemplary, not exhaustive, and will be deemed followed by "without limitation."

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Severability
If a court of competent jurisdiction finds any part of this Use License unenforceable for any reason, that part of this Use License will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Use License will continue in full force and effect. However, if applicable law prohibits or restricts Licensee from fully and specifically complying with the Section of this Use License entitled "Licensed Technology" or "MFi Logos" or prevents the enforceability of either of those Sections, this Use License will immediately terminate and Licensee must immediately discontinue any use of the Licensed Technology and Logos as described in the Section entitled "Term and Termination."

Dispute Resolution
Any litigation or other dispute resolution between Licensee and Apple arising out of or relating to this Use License, the Licensed Technology, or Licensee's relationship with Apple will take place in the United States District Court for the Northern District of California, and Licensee and Apple hereby consent to the personal jurisdiction of and exclusive venue in the state and federal courts within that District with respect to any such litigation or dispute resolution. This Use License will be governed by and construed and enforced under the laws of the United States and the State of California, except that body of California law concerning conflicts of law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Equitable Relief
Licensee hereby acknowledges that unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury to Apple that may be difficult to ascertain. Accordingly, Licensee agrees that Apple will have the right to obtain immediate injunctive relief to enforce obligations under this Use License in addition to any other rights and remedies it may have.

Bankruptcy
The parties acknowledge and agree that the Licensed Technology is "intellectual property" as defined in Section 101(35A) of the United States Bankruptcy Code (the "Code"), as the same may be amended from time to time, that has been licensed hereunder in a contemporaneous exchange for value. Each party acknowledges that if such party, as a debtor in possession or a trustee in bankruptcy in a case under the Code, rejects this Use License, the other party may elect to retain its rights under this Use License as provided in Section 365(n) of the Code. Upon written request from such other party to such party or the bankruptcy trustee of such party's election to proceed under Section 365(n), such party or the bankruptcy trustee shall comply in all respects with Section 365(n), including by not interfering with the rights of such other party as provided by this Use License.

Government End Users
If the Licensed Technology or any Licensed Components are supplied to the United States Government, they shall be classified as "restricted computer software" as defined in clause 52.227-19 of the FAR. The United States Government's rights to the Licensed Technology and Licensed Components are as provided in clause 52.227-19 of the FAR.

Entire Agreement; Modifications
This Use License (including all Schedules, any Product Plans approved by Apple, all documentation made available to Licensee through the MFi web-based portal, and the contents of the MFi Licensing Handbook) constitutes the entire agreement between the parties and supersedes all prior agreements and understandings relating to its subject matter. It may be modified only (i) by a written amendment signed by both parties, or (ii) to the extent expressly permitted by this Use License, by Apple by written notice to Licensee. The parties expressly acknowledge that they have received and are in possession of a copy of, or been given electronic access to and have reviewed, any referenced item not physically attached to this Use License and any such item will be treated as if attached.

If Licensee is located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this Use License and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

Electronic Signature
The person signing this Use License on behalf of Licensee certifies (i) that he or she has authority to contractually bind Licensee to the terms and conditions of this Use License, and (ii) that Licensee's policies do not prohibit the acceptance and execution of terms and conditions in electronic form.

In addition to the foregoing, the parties consent to, and agree that, the use of a keyboard, mouse, or other device (i) to select an item, button, icon, or checkbox, or (ii) to enter text, or (iii) to perform any similar act or action while using the MFi web-based portal, for the purpose of initiating, reviewing, modifying, or completing any transaction regarding the MFi Licensing Program (including any associated agreement, acknowledgment, or disclosure,) constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further acknowledge and agree that the taking of any such action is prima facie evidence of the intent to sign such agreement, acknowledgment, or disclosure. The parties additionally agree that no certification authority, or other third-party verification, is necessary to validate their respective electronic signature; and that the lack of such certification, or third-party verification, will not in any way affect the enforceability of such signature or any resulting contract, agreement, acknowledgement, consent, term, disclosure, or condition.

Accepted and agreed to by their authorized representatives when an electronic signature for each party has been affixed to the last page of this Use License:

Schedule A
Definitions

Whenever capitalized in this Use License:

"30-Pin Connector" means the Apple proprietary 30-pin Dock Connector(s).

"Affiliate" means a corporation or other entity controlled by, controlling, or under common control with Licensee, and "controlled by," "control" or "controlling" means: (i) the ownership, directly or indirectly, of more than 50 percent of the voting stock or analogous interest in such corporation or other entity; or (ii) the existence of any other relationship between Licensee and such other corporation or entity which results in effective managerial control by one over the other, regardless whether such control is continuously exercised.

"AirPlay Logo" means the logo as specified in Schedule C of this Use License.

"AirPlay Product" means a Proposed Product or Licensed Product that controls or interfaces, communicates, or otherwise interoperates with a Compatible iOS Product using AirPlay Technology, in accordance with the Documentation and this Use License.

"AirPlay Technology" means Licensed Technology that permits the streaming of audio and related metadata between an iTunes library hosted on a desktop computer or iOS device and a Licensed Product.

"Apple" means Apple Inc., a California corporation with its principal place of business at 1 Infinite Loop, Cupertino, California 95014.

"Apple Lightning Connector" means the Apple proprietary 9-pad Dock Connector(s).

"Authorized Subcontractor" means a contract manufacturer or other third party listed in a Product Plan approved by Apple and authorized to act as Licensee's agent to develop Proposed Products and/or manufacture Licensed Products for Licensee. Each Authorized Subcontractor must have executed, and currently be bound by, a valid and in-effect MFi Manufacturing License or MFi Development License. Licensee may not disclose any Apple Confidential Information to an Authorized Subcontractor or permit the Authorized Subcontractor to take any action on its behalf. Licensee must execute an appropriate agreement with such Authorized Subcontractor establishing the limited agency described in this paragraph, establishing that such Authorized Contractors are not third-party beneficiaries of this Use License. Apple may revoke an Authorized Subcontractor's authorization at any time, for any reason, provided it gives Licensee at least 60 days prior written notice.

"Authorized Vendor" means a vendor or manufacturer authorized by Apple to sell Licensed Components to Apple's MFi licensees. Current Authorized Vendors (as of the Effective Date) are listed in Schedule B. Apple may remove or add Authorized Vendors at any time by providing written notice to Licensee.

"Certification Requirements" means the certification tests specified by Apple, the Certification Test Materials, and the process specified by Apple for submitting Certification Test Materials. Apple may modify the Certification Requirements at any time by providing written notice to Licensee; however, the modified Certification Requirements will not apply retroactively to Licensed Products already certified in accordance with this subsection except where Apple chooses to exercise its rights under Section 2 "Certification" to require Licensee to recertify a Licensed Product.

"Certification Test Materials" means: (i) one or more reports in a form and format provided or approved by Apple that shows Licensee's test results verifying compatibility of the Proposed Product with all Compatible iOS Products selected on the Product Plan for that Proposed Product; (ii) one or more samples of the Proposed Product; (iii) any supporting materials required by Apple; (iv) if the Proposed Product is an iOS Application-Enabled Accessory, an iOS Application that permits testing of all the functionality and features of the Proposed Product; and (v) any other equipment, materials or components necessary to test the compatibility of the sample. The sample submitted when the first prototype version of a Licensed Product is created must include all design features, and functionality, and be usable and stable enough to test. The sample submitted 30 days before beginning commercial production must be representative of product ready for general commercial release.

"Change of Control" means (a) the reorganization, merger or consolidation, or sale or other disposition of substantially all of the assets of Licensee or (b) the acquisition by any individual, entity or group of the direct or indirect beneficial ownership of 50% or more of either Licensee's then-outstanding shares of common stock or the combined voting power of the then-outstanding voting securities of Licensee entitled to vote generally in an election of directors.

"Compatible iOS Product" means all Apple products that are designed to interoperate with the Licensed Technology and, when applicable, that are capable of downloading and executing iOS Applications. For the purposes of this definition, Compatible iOS Products shall include all iPod products that incorporate a 30-Pin Connector.

"Confidential Information" means "Apple Confidential Information" or "Licensee Confidential Information" as defined in Section 5.

"Dock Connector" means a Licensed Component designed to cooperatively fasten to a Compatible iOS Product, and to facilitate the passage of electrical signals between that same Compatible iOS Product and a Licensed Product. Dock Connector includes both the Apple 30-Pin Connector and the Apple Lightning Connector.

"Documentation" means the Licensed Specifications, any mechanical, electrical, or signal characteristics, or any other specifications or documentation that Apple may make available or provide to Licensee relating to or for use in connection with Licensed Technology.

"Effective Date" means the date this Use License was electronically signed by Apple.

"FM Transmitter Product" means a Proposed Product or Licensed Product designed for use in a motor vehicle, which is powered by the vehicle, and which only functions to transmit audio, received from a Compatible iOS Product through its Dock Connector, over the FM broadcast band, and to provide power from the motor vehicle to the same Compatible iOS Product.

"iAP Over Bluetooth Product" means a Proposed Product or Licensed Product that controls or interfaces, communicates, or otherwise interoperates with a Compatible iOS Product over Bluetooth, in accordance with the Documentation and this Use License, and which does not utilize or in any way interface with such Compatible iOS Product via a Dock Connector.

"iAP Over USB Product" means a Proposed Product or Licensed Product that controls or interfaces, communicates, or otherwise interoperates with a Compatible iOS Product over a USB connection, in accordance with the Documentation and this Use License, and that does not incorporate a 30-Pin Connector.

"iOS Application" means a software program designed to run on a Compatible iOS Product that was developed using Apple's iOS SDK pursuant to and in accordance with an iOS Developer Program License Agreement.

"iOS Application-Enabled Accessory" means a Proposed Product or Licensed Product that controls or interfaces, communicates, or otherwise interoperates with a Compatible iOS Product through an iOS Application in accordance with the Documentation and this Use License.

"iOS Developer Program License Agreement" means an executed and in-effect agreement with Apple granting those licenses necessary to use Apple's iOS SDK to develop and test iOS Applications for use with Compatible iOS Products.

"Licensed Component" means a hardware component licensed by Apple for use by Licensee in a specified Licensed Product. Licensed Components permit a Licensed Product to control or interface, communicate, or otherwise interoperate with a Compatible iOS Product. A list of Licensed Components is provided in Schedule B, and Apple may add to, delete from, or modify the list of Licensed Components in Schedule B by providing written notice to Licensee. A Licensed Component may only be used in a Licensed Product if it has been set forth in a Product Plan, for such Licensed Product, and that Product Plan is approved by Apple.

"Licensed Product" means a Proposed Product that (i) controls or interfaces, communicates, or otherwise interoperates with Compatible iOS Products in accordance with the Documentation and this Use License, and (ii) has been certified in accordance with Section 2.

"Licensed Technology" means the Licensed Specifications, as amended by Apple from time to time, and any other Documentation, Licensed Components, devices, digital keys, key sets, source code, object code, or other technology provided by Apple under this Use License for use by Licensee in connection with a Licensed Product.

"Licensed Specifications" means the most current versions of each of the documents and sample code files listed in Section 1 of Schedule B, as amended by Apple from time to time.

"Licensee" means the legal entity named on the first page of this Use License.

"Logo" means each of the "Made for iPod," "Made for iPhone," "Made for iPad" and AirPlay graphic designs shown in Schedule C.

"Logo Guidelines" means the most recent version of the document entitled "MFi Identity Guidelines" that Apple makes available to Licensee, and which is incorporated in this Use License by this reference.

"MFi Licensing Handbook" means a document provided through the MFi web-based portal that includes then-current license program policies and procedures, and that may be updated, from time to time, by Apple.

"Modification" means any addition to, deletion from, or change to the substance or structure of Licensed Technology. Any Modifications licensed by Apple under this Use License will be deemed to be "Licensed Technology."

"Multi-Sourced Accessory Product" means a Licensed Product that comprises one or more elements of Licensed Technology procured from another MFi Licensee who, in turn, has obtained such Licensed Technology in accordance with a valid, in-effect, MFi License and associated Apple-approved Product Plan.

"Production Ready" means a pre-release version of a Licensed Product that: (i) controls, interfaces, communicates, or otherwise interoperates with Compatible iOS Products in accordance with the Documentation and this Use License, (ii) includes all design features and functionality of the Licensed Product, (iii) is usable and stable enough to test, and (iv) is substantially representative of the Licensed Product as it will be manufactured and placed into commerce.

"Product Plan" means a non-confidential proposal in a format provided or approved by Apple that includes (i) a general description of each Proposed Product and its product category and features, and (ii) any other information that Apple may request from time to time by written notice to Licensee.

"Proposed Product" means an unreleased product (i) that Licensee would like to develop, or is in the process of developing, for sale directly or indirectly to end-user customers, and (ii) that will, if approved and certified pursuant to this Use License, control or interface, communicate, or otherwise interoperate with Compatible iOS Products using Licensed Technology.

"Power And Sync Product" means a Proposed Product or Licensed Product that: (a) incorporates Apple's 30-Pin Connector; and (b) has no function other than to (i) supply power to and/or charge the internal battery of a Compatible iOS Product, and/or (ii) act as a conduit to pass USB data signals, unaltered, between a computer or other Licensed Product and a Compatible iOS Product.

"Power Only Product" means a Proposed Product or Licensed Product that incorporates Apple's Lightning Connector, and has no function other than to supply power to and/or charge the internal battery of a Compatible iOS Product.

"Quarterly Report" means a report in a form and format provided or approved by Apple listing the number of units of each Licensed Product sold or otherwise distributed during the relevant calendar quarter, the total royalty due for that Licensed Product, a rolling forecast showing the number of Licensed Products that Licensee plans to sell in the then current calendar quarter and each of the two succeeding calendar quarters, an inventory reconciliation report, and any other information sought in the Quarterly Report form provided by Apple.

"Remote And Mic Product" means a Proposed Product or Licensed Product that: (a) incorporates the Licensed Technology described in the "Apple Headphone Remote and Mic System" documentation; and (b) has no function other than to (i) operate as a microphone, (ii) pass through and permit a user to control the level of analog audio output from a Compatible iOS Product, or (iii) act as an input device to permit a user to control some functionality of a Compatible iOS Product.

"Term" means the period described in the first paragraph of Section 12.

"Use License" means this MFi License, including all of its Schedules, any Product Plans approved by Apple, all documentation made available to Licensee through the MFi web-based portal, and the contents of the MFi Licensing Handbook, each of which is incorporated by reference.

"Vehicle Infotainment System" means all, or part, of a hardware and software system installed in an automobile, aircraft, train, boat, or other form of transportation that provides a user with a centralized interface to access and control audio or video entertainment or information supplied by a Compatible iOS Product.

Schedule B

Licensed Specifications, Components and Authorized Vendors

1. Licensed Specifications (including Sample Code)

a. MFi Accessory Firmware Specification
b. MFi Accessory Hardware Specification
c. MFi Accessory Testing Specification
d. MFi Accessory Interface Specification
e. iPod Authentication Coprocessor 2.0A Specification
f. iPod Authentication Coprocessor 2.0B Specification
g. iPod Authentication Coprocessor 2.0C Specification
h. iPod Shuffle Interface Specification
i. iAP2 Sample Source Code
j. AirPlay Product Definition Specification
k. MFi Wi-Fi Module Preliminary Specification

2. Licensed Components

a. 30-Pin Connector(s)
b. Apple Lightning Connector(s)
c. Authentication Coprocessor(s)
d. MEMs Microphone(s)
e. MFi Development Tools
f. Remote Control IC(s)

3. Authorized Vendors

Avnet Inc.
2105 Lundy Avenue
San Jose, CA 95131
Office: (408) 435-3688
Fax: (408) 435-3720
Email: MFI-CSConn@Avnet.com

Schedule C
MFi/AirPlay Logos

Schedule D
Royalty Schedule

Base Royalty
Licensee agrees to pay Apple US$4.00 for each Licensed Product unit comprising one or more 30-Pin Connectors, and US$2.00 for each Licensed Product unit comprising one or more Apple Lightning Connectors, sold or otherwise distributed by or for Licensee or any of its Affiliates.

With respect to Licensed Products comprising a single Apple Lightning Connector, the royalty will be included in the purchase price Licensee pays to Apple's Authorized Vendor for each Apple Lightning Connector.

With respect to Licensed Product units comprising more than one Apple Lightning Connector, or a combination of one or more 30-Pin Connectors and more than one Apple Lightning Connector, the royalty for each Licensed Product Unit is US$2.00 and such royalty will be payable in accordance with procedures described in Section 7.

In the event that a Licensed Product qualifies under one of the Special Classes of Licensed Products enumerated below, Apple agrees to accept the reduced royalty listed for that product as the sole royalty due under this Use License, and waive all other royalties due pursuant to Section 7. If Licensee misrepresents that a Licensed Product is an enumerated product that qualifies for a reduced royalty, intentionally or unintentionally, then Licensee must pay all royalties due for that Licensed Product pursuant to Section 7 of the Use License as if no discount from the base royalty were available, and in addition, pay the interest due on the under-paid amount at a rate of two percent per annum above the Prime Rate as reported in the Wall Street Journal on the date of payment, provided, however, that if such rate exceeds the highest rate permitted by applicable law, then the rate will be the highest rate permitted by applicable law. In such event, Licensee shall also reimburse Apple for all reasonable costs incurred to discover and collect the underpayment. If Licensee misrepresents that a Licensed Product is one of the enumerated products listed below more than once, in any category, then in addition to any other remedies available to Apple under the Use License, upon written notice, Apple may terminate Licensee's right to benefit from any reduced royalty available to one of the enumerated products listed below, effective immediately, and with no opportunity to cure.

Special Class #1 (AirPlay Product/iAP over USB Product)
If a Licensed Product is an AirPlay Product and/or a Licensed Product is an iAP over USB Product, then Licensee agrees to pay Apple US$2.00 for each Licensed Product unit sold or otherwise distributed by or for Licensee or any of its Affiliates regardless of whether the Licensed Product also includes one or more 30-Pin Connectors and/or includes one or more Apple Lightning Connectors and/or implements iAP over Bluetooth.

Special Class #2 (FM Transmitter Product)
If a Licensed Product is an FM Transmitter Product, and such Licensed Product does not also fall under Special Class #1, then Licensee agrees to pay Apple US$1.00 for each Licensed Product unit sold or otherwise distributed by or for Licensee or any of its Affiliates.

Special Class #3 (Power Only Product/Power and Sync Product)
If a Licensed Product is a Power Only Product or a Licensed Product is a Power and Sync Product, then Licensee agrees to pay Apple US$0.50 for each Licensed Product unit sold or otherwise distributed by or for Licensee or any of its Affiliates. Such royalty will be included in the purchase price Licensee pays to Apple's Authorized Vendor for each Power and Sync Product 30-Pin Connector or Power Only Product Apple Lightning Connector.

Special Class #4 (iAP Over Bluetooth Product)
If a Licensed Product is an iAP Over Bluetooth Product, and such Licensed Product does not also fall under Special Class #1 or Special Class #2 or Special Class #3, then Licensee agrees to pay Apple US$0.50 for each Licensed Product unit sold or otherwise distributed by or for Licensee or any of its Affiliates. In addition, for iAP Over Bluetooth Products, only, Apple agrees to waive payment of the aforenoted US$0.50 per unit royalty for the current reporting period as long as Licensee has fulfilled its Quarterly Reporting and Royalty Payment obligations, for all Licensed Products, in an on-time manner for the previous reporting period (as described in the MFi Licensing Handbook), and is not otherwise in breach of any of the terms of its MFi License.

Special Class #5 (Remote And Mic Product)
If a Licensed Product is a Remote and Mic Product, then Licensee agrees to pay Apple US$0.50 for each Licensed Product Unit sold or otherwise distributed by or for Licensee or any of its Affiliates. Such royalty will be included in the purchase price Licensee pays to Apple's Authorized Vendor for each Remote Control IC.

Special Class #6 (Multi-Sourced Accessory Product)
If a Licensed Product is a Multi-Sourced Accessory Product, then the royalty payable by Licensee for that Licensed Product is calculated in accordance with the Licensed Components procured by Licensee directly from an Authorized Vendor, subject to the other terms and conditions specified in this Schedule D – Royalty Schedule. Notwithstanding

the foregoing, Licensee is liable for all royalties due in connection with any Licensed Technology supplied to Licensee by a third party, for sale or distribution with a Licensed Product, where such third party has failed, in an on-time manner, to make the required royalty payments, on its own behalf, for such Licensed Technology.

Special Class #7 (Vehicle Infotainment System)

If a Licensed Product is a Vehicle Infotainment System, and such Licensed Product does not also fall under Special Class #2, then Apple agrees to waive all royalties due under the MFi Program for such Licensed Product**.**

Contract #MFi-14-00594

Company Name: Shenzhen Baoyuanda Electronics Co., Ltd.
Name: Jack Lee
Title: Sales Manager
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Date: Mar 14 2014 19:38:42 GMT+:08

Company Name: Apple Inc.
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Date: Mar 18 2014 18:05:16 GMT+00:00